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7 UNITED STATES DISTRICT COURT
8 CENTRAL DISTRICT OF CALIFORNIA
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10 ADRIAN HUMBERTO RIOS, a
11 individual, by and through his
12 Guardian ad Litem, Brenda Yvette
13 Ceja,
14 Plaintiff,

15 v.
16 CITY OF AZUSA; COUNTY OF
17 LOS ANGELES, and DOES 1
18 through 10, inclusive,

19 Defendants.

Case No. 2:22-cv-03968 SVW
(RAOx)

STIPULATED PROTECTIVE
ORDER¹

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order.

The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public

¹ This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Rozella A. Oliver's Procedures.

1 disclosure and use extends only to the specified information or items that are entitled
2 to confidential treatment under the applicable legal principles.

3 The parties further acknowledge, as set forth below, that this Stipulation and
4 Order creates no entitlement to file confidential information under seal, except to the
5 extent specified herein; Central District Local Rules 79-5.1 and 79-5.2 set(s) forth the
6 procedures that must be followed and reflects the standards that will be applied when
7 a party seeks permission from the court to file material under seal.

8 Nothing in this Stipulation or associated Order shall be construed so as to
9 require or mandate that any Party disclose or produce privileged information or
10 records that could be designated as Confidential Documents/Protected Material
11 hereunder.

12 **B. GOOD CAUSE STATEMENT**

13 Defendant City of Azusa contends that there is good cause and a particularized
14 need for a protective order to preserve the interests of confidentiality and privacy in
15 peace officer personnel file records and associated investigative or confidential
16 records for the following reasons.

17 First, Defendant City of Azusa contends that peace officers have a federal
18 privilege of privacy in their personnel file records: a reasonable expectation of privacy
19 therein that is underscored, specified, and arguably heightened by the *Pitchess*
20 protective procedure of California law. *See Sanchez v. Santa Ana Police Dept.*, 936
21 F.2d 1027, 1033-1034 (9th Cir. 1990); *Hallon v. City of Stockton*, 2012 U.S. Dist.
22 LEXIS 14665, *2-3, 12-13 (E.D. Cal. 2012) (concluding that “while “[f]ederal law
23 applies to privilege based discovery disputes involving federal claims,” the “state
24 privilege law which is consistent with its federal equivalent significantly assists in
25 applying [federal] privilege law to discovery disputes”); *Soto v. City of Concord*, 162
26 F.R.D. 603, 613 n. 4, 616 (N.D. Cal. 1995) (peace officers have constitutionally-based
27 “privacy rights [that] are not inconsequential” in their police personnel records); *cf.*
28 Cal. Penal Code §§ 832.7, 832.8; Cal. Evid. Code §§ 1040-1047. Defendant City of

1 Azusa further contend that uncontrolled disclosure of such personnel file information
2 can **threaten the safety of non-party witnesses, officers, and their**
3 **families/associates.**

4 Second, Defendant City of Azusa contends that municipalities and law
5 enforcement agencies have federal deliberative-executive process privilege, federal
6 official information privilege, federal law enforcement privilege, and federal
7 attorney-client privilege (and/or attorney work product protection) interests in the
8 personnel files of their peace officers – particularly as to those portions of peace
9 officer personnel files that contain critical self-analysis, internal
10 deliberation/decision-making or evaluation/analysis, or communications for the
11 purposes of obtaining or rendering legal advice or analysis – potentially including but
12 not limited to evaluative/analytical portions of Internal Affairs type records or reports,
13 evaluative/analytical portions of supervisory records or reports, and/or reports
14 prepared at the direction of counsel, or for the purpose of obtaining or rendering legal
15 advice. *See Sanchez*, 936 F.2d at 1033-1034; *Maricopa Audubon Soc'y v. United*
16 *States Forest Serv.*, 108 F.3d 1089, 1092-1095 (9th Cir. 1997); *Soto*, 162 F.R.D. at
17 613, 613 n. 4; *Kelly v. City of San Jose*, 114 F.R.D. 654, 668-671 (N.D. Cal. 1987);
18 *Tuite v. Henry*, 181 F.R.D. 175, 176-177 (D. D.C. 1998); *Hamstreet v. Duncan*, 2007
19 U.S. Dist. LEXIS 89702 (D. Or. 2007); *Admiral Ins. Co. v. United States Dist. Ct.*,
20 881 F.2d 1486, 1492, 1495 (9th Cir. 1988). Defendant City of Azusa further contends
21 that such personnel file records are restricted from disclosure by the public entity's
22 custodian of records pursuant to applicable California law and that uncontrolled
23 release is likely to result in needless intrusion of officer privacy; impairment in the
24 collection of third-party witness information and statements and related legitimate law
25 enforcement investigations/interests; and a chilling of open and honest discussion
26 regarding and/or investigation into alleged misconduct that can erode a public entity's
27 ability to identify and/or implement any remedial measures that may be required.

28 Third, Defendant City of Azusa contends that, since peace officers do not have

1 the same rights as other private citizens to avoid giving compelled statements, it is
2 contrary to the fundamental principles of fairness to permit uncontrolled release of
3 officers' compelled statements. *See generally Lybarger v. City of Los Angeles*, 40
4 Cal.3d 822, 828-830 (1985); *cf.* U.S. Const., amend V.

5 Accordingly, Defendant City of Azusa contends that, without a protective order
6 preventing such, production of confidential records in this case can and will likely
7 substantially impair and harm Defendant City of Azusa's interests in candid self-
8 critical analysis, frank internal deliberations, obtaining candid information from
9 witnesses, preserving the safety of witnesses, preserving the safety of peace officers
10 and peace officers' families and associates, protecting the privacy officers of peace
11 officers, and preventing pending investigations from being detrimentally undermined
12 by publication of private, sensitive, or confidential information – as can and often
13 does result in litigation.

14 Plaintiff does not agree with and does not stipulate to Defendant City of Azusa's
15 contentions herein above, and nothing in this Stipulation or its associated Order shall
16 resolve the parties' disagreement, or bind them, concerning the legal statements and
17 claimed privileges set forth above.

18 However, plaintiff agrees that there is Good Cause for a Protective Order so as
19 to preserve the respective interests of the parties without the need to further burden
20 the Court with such issues. Specifically, the parties jointly contend that, absent this
21 Stipulation and its associated Protective Order, the parties' respective privilege
22 interests may be impaired or harmed, and that this Stipulation and its associated
23 Protective Order may avoid such harm by permitting the parties to facilitate discovery
24 with reduced risk that privileged and/or sensitive/confidential information will
25 become matters of public record.

26 The parties jointly contend that there is typically a particularized need for
27 protection as to any medical or psychotherapeutic records, because of the privacy
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1 interests at stake therein. Because of these sensitive interests, a Court Order should
2 address these documents rather than a private agreement between the parties.

3 The parties therefore stipulate that there is Good Cause for, and hereby jointly
4 request that the honorable Court issue/enter, a Protective Order re confidential
5 documents consistent with the terms and provisions of this Stipulation. However, the
6 entry of a Protective Order by the Court pursuant to this Stipulation shall not be
7 construed as any ruling by the Court on the aforementioned legal statements or
8 privilege claims in this Section, nor shall this section be construed as part of any such
9 Court Order.

10 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL**

11 The parties further acknowledge, as set forth in Section 12.3, below, that this
12 Stipulated Protective Order does not entitle them to file confidential information
13 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and
14 the standards that will be applied when a party seeks permission from the court to file
15 material under seal.

16 There is a strong presumption that the public has a right of access to judicial
17 proceedings and records in civil cases. In connection with non-dispositive motions,
18 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
19 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006); *Phillips v. Gen. Motors*
20 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002); *Makar-Welbon v. Sony Electrics, Inc.*,
21 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require good
22 cause showing), and a specific showing of good cause or compelling reasons with
23 proper evidentiary support and legal justification, must be made with respect to
24 Protected Material that a party seeks to file under seal. The parties' mere designation
25 of Disclosure or Discovery Material as CONFIDENTIAL does not—without the
26 submission of competent evidence by declaration, establishing that the material
27 sought to be filed under seal qualifies as confidential, privileged, or otherwise
28 protectable—constitute good cause.

1 Further, if a party requests sealing related to a dispositive motion or trial, then
 2 compelling reasons, not only good cause, for the sealing must be shown, and the relief
 3 sought shall be narrowly tailored to serve the specific interest to be protected. *See*
 4 *Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each
 5 item or type of information, document, or thing sought to be filed or introduced under
 6 seal in connection with a dispositive motion or trial, the party seeking protection must
 7 articulate compelling reasons, supported by specific facts and legal justification, for
 8 the requested sealing order. Again, competent evidence supporting the application to
 9 file documents under seal must be provided by declaration.

10 Any document that is not confidential, privileged, or otherwise protectable in
 11 its entirety will not be filed under seal if the confidential portions can be redacted. If
 12 documents can be redacted, then a redacted version for public viewing, omitting only
 13 the confidential, privileged, or otherwise protectable portions of the document shall
 14 be filed. Any application that seeks to file documents under seal in their entirety
 15 should include an explanation of why redaction is not feasible.

16 2. DEFINITIONS

17 2.1. Party: any party to this action, including all of its officers, directors,
 18 employees, agents, consultants, retained experts, house counsel and outside counsel
 19 (and/or the support staff thereof).

20 2.2. Disclosure or Discovery Material: all items or information, regardless
 21 of the medium or manner generated, stored or maintained (including, among other
 22 things, testimony, transcripts, or tangible things) that are produced – or generated in
 23 disclosures or responses to discovery – by any Party in this matter.

24 2.3. “Confidential” Information or Items: information (regardless of the
 25 medium or how generated, stored, or maintained) or tangible things that qualify for
 26 protection under standards developed under Federal Rule of Civil Procedure 26(c)
 27 and/or applicable federal privileges. This material includes, but is not limited to,
 28 medical records, psychotherapeutic records, and autopsy photographs; as well as

1 peace officer personnel records as defined by California Penal Code sections 832.8,
2 832.5, 832.7 and the associated case law; and other similar confidential records
3 designated as such.

4 2.4. Receiving Party: a Party that receives Disclosure or Discovery Material
5 from a Producing Party, including a Party that has noticed or subpoenaed and is taking
6 a deposition or comparable testimony.

7 2.5. Producing Party: a Party or non-party that produces Disclosure or
8 Discovery Material in this action, including a Party that is defending a deposition
9 noticed or subpoenaed by another Party; additionally, for the limited purpose of
10 designating testimony subject to this Stipulation and Order pursuant to section 6.2(b)
11 (*infra*), a “Producing Party” shall also be construed to include a Party that is attending
12 and/or participating in a non-party deposition noticed/subpoenaed by another Party.

13 2.6. Designating Party: a Party or non-party public entity employer of a Party
14 that designates information or items that it produces in disclosures or in responses to
15 discovery as “CONFIDENTIAL.”

16 2.7. Protected Material: any Disclosure or Discovery Material that is
17 designated as “CONFIDENTIAL” under the provisions of this Stipulation and
18 Protective Order. (The term “Confidential Document” shall be synonymous with the
19 term “Protected Material” for the purposes of this Stipulation and any associated
20 Protective Order.)

21 2.8. Outside Counsel: attorneys who are not employees of a Party but who
22 are retained to represent or advise a Party in this action (as well as their support staffs).

23 2.9. House Counsel: attorneys who are employees of a Party (as well as their
24 support staffs).

25 2.10. Counsel (without qualifier): Outside Counsel and House Counsel (as
26 well as their support staffs).

27 2.11. Expert: a person with specialized knowledge or experience in a matter
28 pertinent to the litigation who has been retained by a Party or its counsel to serve as

1 an expert witness or as a consultant in this action and who is not a past or a current
2 employee of a Party and who, at the time of retention, is not anticipated to become an
3 employee of a Party or a competitor of a Party's; as well as any person retained,
4 designated, or disclosed by a Party as an expert pursuant to Federal Rule of Civil
5 Procedure 26(a)(2) or other applicable discovery Rules or statutes.

6 2.12. Professional Vendors: persons or entities that provide litigation support
7 services (e.g., photocopying; videotaping; translating; preparing exhibits or
8 demonstrations; and/or organizing, storing, retrieving data in any form or medium;
9 etc.); and their employees and subcontractors.

10 3. SCOPE

11 The protections conferred by this Stipulation and its associated Order cover not
12 only Protected Material/Confidential Documents (as defined above), but also (1) any
13 information copied or extracted from Protected Material; (2) all copies, excerpts,
14 summaries, or compilations of Protected Material; and (3) any testimony,
15 conversations, or presentations by Parties or their Counsel that might reveal Protected
16 Material. However, the protections conferred by this Stipulation and its associated
17 Order do *not* cover the following information: (a) any information that is in the public
18 domain at the time of disclosure to a Receiving Party or becomes part of the public
19 domain after its disclosure to a Receiving Party as a result of publication not involving
20 a violation of this Order, including becoming part of the public record through trial or
21 otherwise; and (b) any information known to the Receiving Party prior to the
22 disclosure or obtained by the Receiving Party after the disclosure from a source who
23 obtained the information lawfully and under no obligation of confidentiality to the
24 Designating Party.

25 Except to the extent specified herein (if any), any use of Protected Material at
26 trial shall not be governed by this Order, but may be governed by a separate agreement
27 or order.

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1 Any use of Protected Material at trial shall be governed by the Orders of the
2 trial judge: this Stipulation and its associated Protective Order do(es) not govern the
3 use of Protected Material at trial.

4 Nothing in this Stipulation or its associated Order shall be construed as binding
5 upon the Court or its court personnel, who are subject only to the Court's internal
6 procedures regarding the handling of materials filed or lodged, including materials
7 filed or lodged under seal.

8 **4. DURATION**

9 Even after final disposition of this litigation, the confidentiality obligations
10 imposed by this Order shall remain in effect until a Designating Party agrees
11 otherwise in writing or a court order otherwise directs.

12 Final disposition shall be deemed to be the later of (1) dismissal of all claims
13 and defenses in this action, with or without prejudice; and (2) final judgment herein
14 after the completion and exhaustion of all appeals, rehearings, remands, trials, or
15 reviews of this action, including the time limits for filing any motions or applications
16 for extension of time pursuant to applicable law.

17 **5. DESIGNATING PROTECTED MATERIAL**

18 **5.1. Exercise of Restraint and Care in Designating Material for Protection.**

19 Each Party or non-party that designates information or items for protection
20 under this Stipulation and its associated Order must take care to limit any such
21 designation to specific material that qualifies under the appropriate standards. A
22 Designating Party must take care to designate for protection only those parts of
23 material, documents, items, or oral or written communications that qualify – so that
24 other portions of the material, documents, items or communications for which
25 protection is not warranted are not swept unjustifiably within the ambit of this Order.

26 Mass, indiscriminate, or routine designations are prohibited. Designations that
27 are shown to be clearly unjustified, or that have been made for an improper purpose
28 (e.g., to unnecessarily encumber or retard the case development process, or to impose

1 unnecessary expenses and burdens on other parties), expose the Designating Party to
2 sanctions.

3 If it comes to a Party's or a non-party's attention that information or items that
4 it designated for protection do not qualify for protection at all, or do not qualify for
5 the level of protection initially asserted, that Party or non-party must promptly notify
6 all other parties that it is withdrawing the mistaken designation.

7 5.2. Manner and Timing of Designations. Except as otherwise provided in
8 this Order, or as otherwise stipulated or ordered, material that qualifies for protection
9 under this Order must be clearly so designated before the material is disclosed or
10 produced.

11 Designation in conformity with this Order requires:

12 (a) For information in documentary form (apart from transcripts of
13 depositions or other pretrial or trial proceedings, and regardless of whether produced
14 in hardcopy or electronic form), that the Producing Party affix the legend
15 “CONFIDENTIAL” to each page that contains Protected Material. If only a portion
16 or portions of the material on a page qualifies for protection, the Producing Party also
17 must clearly identify the protected portion(s) (e.g., by making appropriate markings
18 in the margins) and must specify, for each portion that it is “CONFIDENTIAL.” The
19 placement of such “CONFIDENTIAL” stamp on such page(s) shall not obstruct the
20 substance of the page’s (or pages’) text or content.

21 A Party or Non-Party that makes original documents or materials available for
22 inspection need not designate them for protection until after the inspecting Party has
23 indicated which material it would like copied and produced. During the inspection
24 and before the designation, all of the material made available for inspection shall be
25 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
26 it wants copied and produced, the Producing Party must determine which documents,
27 or portions thereof, qualify for protection under this Order. Then, before producing
28 the specified documents, the Producing Party must affix the “CONFIDENTIAL”

1 legend to each page that contains Protected Material. If only a portion or portions of
2 the material on a page qualifies for protection, the Producing Party also must clearly
3 identify the protected portion(s) (e.g., by making appropriate markings in the
4 margins).

5 (b) For testimony given in deposition or in other pretrial or trial proceedings,
6 that the Party or non-party offering or sponsoring the testimony identify on the record,
7 before the close of the deposition, hearing, or other proceeding, all protected
8 testimony, and further specify any portions of the testimony that qualify as
9 “CONFIDENTIAL.” When it is impractical to identify separately each portion of
10 testimony that is entitled to protection, and when it appears that substantial portions
11 of the testimony may qualify for protection, the Producing Party may invoke on the
12 record (before the deposition or proceeding is concluded) a right to have up to twenty
13 (20) days to identify the specific portions of the testimony as “CONFIDENTIAL.”
14 Only those portions of the testimony that are appropriately designated as
15 “CONFIDENTIAL” for protection within the 20 days shall be covered by the
16 provisions of this Stipulation and its associated Protective Order.

17 The court reporter must affix to each such transcript page containing Protected
18 Material the legend “CONFIDENTIAL,” as instructed by the Producing Party.

19 (c) For information produced in some form other than documentary, and for
20 any other tangible items (including but not limited to information produced on disc or
21 electronic data storage device), that the Producing Party affix in a prominent place on
22 the exterior of the container or containers in which the information or item is stored
23 the legend “CONFIDENTIAL.” If only portions of the information or item warrant
24 protection, the Producing Party, to the extent practicable, shall identify the protected
25 portions, specifying the material as “CONFIDENTIAL.”

26 5.3. Inadvertent Failures to Designate. If timely corrected (preferably,
27 though not necessarily, within 30 days of production or disclosure of such material),
28 an inadvertent failure to designate qualified information or items as

1 “CONFIDENTIAL” does not, standing alone, waive the Designating Party’s right to
2 secure protection under this Stipulation and its associated Order for such material.

3 If material is appropriately designated as “CONFIDENTIAL” *after* the material
4 was initially produced, the Receiving Party, on timely notification of the designation,
5 must make reasonable efforts to assure that the material is treated in accordance with
6 this Stipulation and its associated Order.

7 5.4. Alteration of Confidentiality Stamp Prohibited. A Receiving Party shall
8 not alter, edit, or modify any Protected Material so as to conceal, obscure, or remove
9 a “CONFIDENTIAL” stamp or legend thereon; nor shall a Receiving Party take any
10 other action so as to make it appear that Protected Material is not subject to the terms
11 and provisions of this Stipulation and its associated Order. However, nothing in this
12 section shall be construed so as to prevent a Receiving Party from challenging a
13 confidentiality designation subject to the provisions of section 6, *infra*.

14 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

15 6.1. Timing of Challenges. Any Party or Non-Party may challenge a
16 designation of confidentiality at any time that is consistent with the Court's
17 Scheduling Order. Unless a prompt challenge to a Designating Party's confidentiality
18 designation is necessary to avoid foreseeable substantial unfairness, unnecessary
19 economic burdens, or a later significant disruption or delay of the litigation, a Party
20 does not waive its right to challenge a confidentiality designation by electing not to
21 mount a challenge promptly after the original designation is disclosed.

22 6.2. Meet and Confer. Prior to challenging a confidentiality designation, a
23 Challenging Party shall initiate a dispute resolution process by providing written
24 notice of each specific designation it is challenging, and describing the basis (and
25 supporting authority or argument) for each challenge. To avoid ambiguity as to
26 whether a challenge has been made, the written notice must recite that the challenge
27 to confidentiality is being made in accordance with this specific paragraph of the
28 associated Protective Order. The parties shall attempt to resolve each challenge in

1 good faith and must begin the process by conferring directly (in voice to voice
2 dialogue, either in person, telephonically, or by other comparable means, but *not* by
3 correspondence) within 14 days of the date of service of notice.

4 In conferring, the Challenging Party must explain the specific basis for its belief
5 that the confidentiality designation was not proper and must give the Designating
6 Party an opportunity to review the designated material, to reconsider the
7 circumstances, and, if no change in designation is offered, to explain the basis for the
8 chosen designation. A Challenging Party may proceed to the next stage of the
9 challenge process only if it has engaged in this meet and confer process first or
10 establishes that the Designating Party is unwilling to participate in the meet and confer
11 process in a timely manner.

12 Frivolous challenges, and those challenges made for an improper purpose (*e.g.*,
13 to harass or impose unnecessary expenses and burdens on other parties), may expose
14 the Challenging Party to sanctions.

15 6.3. Judicial Intervention. If the Parties cannot resolve a confidentiality
16 challenge without court intervention, the Challenging Party shall file and serve a
17 motion to remove confidentiality (under the applicable rules for filing and service of
18 discovery motions) within 14 days of the parties agreeing that the meet and confer
19 process will not resolve their dispute, or by the first day of trial of this matter,
20 whichever date is earlier – unless the parties agree in writing to a longer time.

21 The parties must strictly comply with Central District Local Rules 37-1 and 37-
22 2 (including the joint stipulation re discovery dispute requirement) in any motion
23 associated with this Protective Order.

24 Each such motion must be accompanied by a competent declaration affirming
25 that the movant has complied with the meet and confer requirements imposed in the
26 preceding paragraph. In addition, the Challenging Party may file a motion
27 challenging a confidentiality designation at any time if there is good cause for doing
28 so, including a challenge to the designation of a deposition transcript or any portions

1 thereof. Any motion brought pursuant to this provision must be accompanied by a
2 competent declaration affirming that the movant has complied with the meet and
3 confer requirements imposed by the preceding paragraph.

4 The burden of persuasion in any such challenge proceeding shall be on the
5 Designating Party, regardless of whether the Designating Party is the moving party or
6 whether such Party sought or opposes judicial intervention. Frivolous challenges, and
7 those made for an improper purpose (e.g., to harass or impose unnecessary expenses
8 and burdens on other parties) may expose the Challenging Party to sanctions. Unless
9 the Designating Party has waived the confidentiality designation by failing to oppose
10 a motion to remove confidentiality as described above, all parties shall continue to
11 afford the material in question the level of protection to which it is entitled under the
12 Producing Party's designation until the court rules on the challenge.

13 6.4. Withdrawal of “CONFIDENTIAL” Designation. At its discretion, a
14 Designating Party may remove Protected Material/Confidential Documents from
15 some or all of the protections and provisions of this Stipulation and its associated
16 Order at any time by any of the following methods:

17 (a) Express Written Withdrawal. A Designating Party may withdraw a
18 “CONFIDENTIAL” designation made to any specified Protected Material
19 /Confidential Documents from some or all of the protections of this Stipulation and
20 its associated Order by an express withdrawal in a writing signed by such Party (or
21 such Party's Counsel, but not including staff of such Counsel) that specifies and
22 itemizes the Disclosure or Discovery Material previously designated as Protected
23 Material/Confidential Documents that shall no longer be subject to all or some of the
24 provisions of this Stipulation and Order. Such express withdrawal shall be effective
25 when transmitted or served upon the Receiving Party. If a Designating Party is
26 withdrawing Protected Material from only some of the provisions/ protections of this
27 Stipulation and Order, such Party must state which specific provisions are no longer
28 to be enforced as to the specified material for which confidentiality protection

1 hereunder is withdrawn: otherwise, such withdrawal shall be construed as a
2 withdrawal of such material from all of the protections/provisions of this Stipulation
3 and Order;

4 (b) Express Withdrawal on the Record. A Designating Party may withdraw
5 a “CONFIDENTIAL” designation made to any specified Protected
6 Material/Confidential Documents from all of the provisions/protections of this
7 Stipulation and its associated Order by verbally consenting in court proceedings on
8 the record to such withdrawal – provided that such withdrawal specifies the
9 Disclosure or Discovery Material previously designated as Protected Material/
10 Confidential Documents that shall no longer be subject to any of the provisions of this
11 Stipulation and Order. A Designating Party is not permitted to withdraw Protected
12 Material from only some of the protections/provisions of this Stipulation and Order
13 by this method;

14 (c) Implicit Withdrawal by Publication or Failure to Oppose Challenge. A
15 Designating Party shall be construed to have withdrawn a “CONFIDENTIAL”
16 designation made to any specified Protected Material/Confidential Documents from
17 all of the provisions/protections of this Stipulation and Order by either (1) making
18 such Protected Material/Confidential Records part of the public record – including
19 but not limited to attaching such as exhibits to any filing with the court without
20 moving, prior to such filing, for the court to seal such records; or (2) failing to timely
21 oppose a Challenging Party’s motion to remove a “CONFIDENTIAL” designation to
22 specified Protected Material/Confidential Documents. Nothing in this Stipulation and
23 Order shall be construed so as to require any Party to file Protected
24 Material/Confidential Documents under seal, unless expressly specified herein.

25 7. ACCESS TO AND USE OF PROTECTED MATERIAL

26 7.1. Basic Principles. A Receiving Party may use Protected Material that is
27 disclosed or produced by another Party or by a non-party in connection with this case
28 only for preparing, prosecuting, defending, or attempting to settle this litigation – up

1 to and including final disposition of the above-entitled action – and not for any other
2 purpose, including any other litigation or dispute outside the scope of this action.
3 Such Protected Material may be disclosed only to the categories of persons and under
4 the conditions described in this Stipulation and its associated Order. When the above
5 entitled litigation has been terminated, a Receiving Party must comply with the
6 provisions of section 13, below (FINAL DISPOSITION).

7 Protected Material must be stored and maintained by a Receiving Party at a
8 location and in a secure manner that ensures that access is limited to the persons
9 authorized under this Stipulation and its Order.

10 7.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless
11 otherwise ordered by the Court or permitted in writing by the Designating Party, a
12 Receiving Party may disclose any information or item designated CONFIDENTIAL
13 only to:

14 (a) the Receiving Party’s Outside Counsel of record in this action, as well
15 as employees of such Counsel to whom it is reasonably necessary to disclose the
16 information for this litigation;

17 (b) the officers, directors, and employees (including House Counsel) of the
18 Receiving Party to whom disclosure is reasonably necessary for this litigation – each
19 of whom, by accepting receipt of such Protected Material, thereby agree to be bound
20 by this Stipulation and Order;

21 (c) Experts (as defined in this Stipulation and Order) of the Receiving Party
22 to whom disclosure is reasonably necessary for this litigation – each of whom, by
23 accepting receipt of such Protected Material, thereby agree to be bound by this
24 Stipulation and Order;

25 (d) court reporters, their staffs, and Professional Vendors to whom
26 disclosure is reasonably necessary for this litigation – each of whom, by accepting
27 receipt of such Protected Material, thereby agree to be bound by this Stipulation and
28 Order;

1 (e) during their depositions, witnesses in the action to whom disclosure is
2 reasonably necessary – each of whom, by accepting receipt of such Protected
3 Material, thereby agree to be bound by this Stipulation and Order. Pages of
4 transcribed deposition testimony or exhibits to depositions that reveal Protected
5 Material must have a confidential designation affixed by the court reporter to such
6 pages containing Protected Material and such may not be disclosed to anyone except
7 as permitted under this Stipulation and its Protective Order.

8 (f) the author or custodian of a document containing the information that
9 constitutes Protected Material, or other person who otherwise possessed or knew the
10 information.

11 7.3. Notice of Confidentiality. Prior to producing or disclosing Protected
12 Material/Confidential Documents to persons to whom this Stipulation and its Order
13 permits disclosure or production, a Receiving Party shall provide a copy of this
14 Stipulation and Order to such persons so as to put such persons on notice as to the
15 restrictions imposed upon them herein: except that, for court reporters, Professional
16 Vendors, and for witnesses being provided with Protected Material during a
17 deposition, it shall be sufficient notice for Counsel for the Receiving Party to give the
18 witness a verbal admonition (on the record, for witnesses) regarding the provisions of
19 this Stipulation and its Order and such provisions' applicability to specified Protected
20 Material at issue.

21 7.4. Reservation of Rights. Nothing in this Stipulation and Order shall be
22 construed so as to require any Producing Party to designate any records or materials
23 as "CONFIDENTIAL." Nothing in this Stipulation and Order shall be construed so
24 as to prevent the admission of Protected Material into evidence at the trial of this
25 action, or in any appellate proceedings for this action, solely on the basis that such
26 Disclosure or Discovery Material has been designated as Protected
27 Material/Confidential Documents. Notwithstanding the foregoing, nothing in this
28 Stipulation and Order shall be construed as a waiver of any privileges or of any rights

1 to object to the use or admission into evidence of any Protected Material in any
2 proceeding; nor shall anything herein be construed as a concession that any privileges
3 asserted or objections made are valid or applicable. Nothing in this Stipulation and
4 Order shall be construed so as to prevent the Designating Party (or its Counsel or
5 custodian of records) from having access to and using Protected Material designated
6 by that Party in the manner in which such persons or entities would typically use such
7 materials in the normal course of their duties or profession – except that the waiver of
8 confidentiality provisions shall apply (see section 6.4(c), *supra*).

9 7.5. Requirement to File Confidential Documents Under Seal. Confidential
10 Documents may be submitted in all law and motion proceedings before the Court if
11 done so under seal pursuant to Federal Rules of Civil Procedure 5.2 and 26 and/or
12 United States District Court, Central District of California Local Rules 79-5.1 and 79-
13 5.2 (as applicable) and pursuant to the provisions of this Stipulation and any
14 associated Order. If any Receiving Party attaches any Confidential Documents to any
15 pleading, motion, or other paper to be filed, lodged, or otherwise submitted to the
16 Court, such Confidential Document(s) shall be filed/lodged under seal pursuant to
17 Federal Rules of Civil Procedure 5.2 and 26 and/or United States District Court,
18 Central District of California Local Rules 79-5.1 and 79-5.2 to the extent applicable.

19 However, this paragraph (¶ 7.5) shall not be construed so as to prevent a
20 Designating Party or counsel from submitting, filing, lodging, or publishing any
21 document it has previously designated as a Confidential Document without
22 compliance with this paragraph's requirement to do so under seal (i.e., a producing-
23 disclosing party or counsel may submit or publish its own Confidential Documents
24 without being in violation of the terms of this Stipulation and its Protective Order).

25 Furthermore, a Receiving Party shall be exempted from the requirements of
26 this paragraph as to any specifically identified Confidential Document(s) where –
27 prior to the submission or publication of the Confidential Document(s) at issue – the
28 Designating Party of such specifically identified Confidential Document(s) has

1 waived/withdrawn the protections of this Stipulation and its Order (pursuant to
2 paragraph 6.4, *supra*).

3 A Receiving Party shall also be exempt from the sealing requirements of this
4 paragraph (¶ 7.5) where the Confidential Documents/Protected Material at issue is/are
5 **not** documents, records, or information regarding or incorporating:

6 (1) private, personal information contained in peace officer personnel files
7 (such as social security numbers, driver's license numbers or comparable personal
8 government identification numbers, residential addresses, compensation or pension
9 or personal property information, credit card numbers or credit information, dates of
10 birth, tax records and information, information related to the identity of an officer's
11 family members or co-residents, and comparable personal information about the
12 officer or his family);

13 (2) any internal affairs or comparable investigation by any law enforcement
14 agency into alleged officer misconduct; and/or

15 (3) the medical records or records of psychiatric or psychological treatment
16 of any peace officer or party to this action.

17 Nothing in this paragraph shall be construed to bind the Court or its authorized
18 staff so as to limit or prevent the publication of any Confidential Documents to the
19 jury or factfinder, at the time of trial of this matter, where the Court has deemed such
20 Confidential Documents to be admissible into evidence.

21 Nothing in this Stipulation or in any associated Order shall be construed as any
22 entitlement for the parties to file any documents or materials under seal; nor shall the
23 parties' Stipulation or this Order be construed as any exemption from any of the
24 requirements of Central District Local Rule 79-5. The parties are required to comply
25 with the applicable Local Rules in their entirety. If the Court denies a party's request
26 for filing material under seal, that material may be filed in the public record unless
27 otherwise instructed by the Court.

28 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED

1 IN OTHER LITIGATION

2 If a Party is served with a subpoena or a court order issued in other litigation
3 that compels disclosure of any information or items designated in this action as
4 “CONFIDENTIAL,” that Party must:

5 (a) promptly notify in writing the Designating Party, preferably (though not
6 necessarily) by facsimile or electronic mail. Such notification shall include a copy of
7 the subpoena or court order at issue;

8 (b) promptly notify in writing the party who caused the subpoena or order to
9 issue in the other litigation that some or all of the material covered by the subpoena
10 or order is subject to this Stipulation and its Protective Order. Such notification shall
11 include a copy of this Stipulation and its Protective Order; and

12 (c) cooperate with respect to all reasonable procedures sought to be pursued
13 by all sides in any such situation, while adhering to the terms of this Stipulation and
14 its Order.

15 If the Designating Party timely seeks a protective order, the Party served with
16 the subpoena or court order shall not produce any information designated in this action
17 as “CONFIDENTIAL” before a determination by the court from which the subpoena
18 or order issued, unless the Party has obtained the Designating Party’s permission. The
19 Designating Party shall bear the burden and expense of seeking protection in that court
20 of its confidential material – and nothing in these provisions should be construed as
21 authorizing or encouraging a Receiving Party in this action to disobey a lawful
22 directive from another court.

23 The purpose of this section is to ensure that the affected Party has a meaningful
24 opportunity to preserve its confidentiality interests in the court from which the
25 subpoena or court order issued.

26 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
27 PRODUCED IN THIS LITIGATION

28 (a) The terms of this Order are applicable to information produced by a

1 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
2 produced by Non-Parties in connection with this litigation is protected by the
3 remedies and relief provided by this Order. Nothing in these provisions should be
4 construed as prohibiting a Non-Party from seeking additional protections.

5 (b) In the event that a Party is required, by a valid discovery request, to
6 produce a Non-Party’s confidential information in its possession, and the Party is
7 subject to an agreement with the Non-Party not to produce the Non-Party’s
8 confidential information, then the Party shall:

9 (1) promptly notify in writing the Requesting Party and the Non-Party
10 that some or all of the information requested is subject to a confidentiality agreement
11 with a Non-Party;

12 (2) promptly provide the Non-Party with a copy of the Stipulated
13 Protective Order in this Action, the relevant discovery request(s), and a reasonably
14 specific description of the information requested; and

15 (3) make the information requested available for inspection by the Non-
16 Party, if requested.

17 (c) If the Non-Party fails to seek a protective order from this court within
18 14 days of receiving the notice and accompanying information, the Receiving Party
19 may produce the Non-Party’s confidential information responsive to the discovery
20 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
21 not produce any information in its possession or control that is subject to the
22 confidentiality agreement with the Non-Party before a determination by the court.
23 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
24 of seeking protection in this court of its Protected Material.

25 10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

26 10.1. **Unauthorized Disclosure of Protected Material.**

27 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
28 Protected Material to any person or in any circumstance not authorized under this

1 Stipulation and Order, the Receiving Party must immediately:

- 2 (a) notify in writing the Designating Party of the unauthorized disclosures;
- 3 (b) use its best efforts to retrieve all copies of the Protected Material;
- 4 (c) inform the person or persons to whom unauthorized disclosures were made
5 of all the terms of this Order; and
- 6 (d) request such person or persons consent to be bound by the Stipulation and
7 Order.

8 **10.2. Inadvertent Production of Privileged or Otherwise Protected Material.**

9 When a Producing Party gives notice to Receiving Parties that certain
10 inadvertently produced material is subject to a claim of privilege or other protection,
11 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
12 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
13 may be established in an e-discovery order that provides for production without prior
14 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
15 parties reach an agreement on the effect of disclosure of a communication or
16 information covered by the attorney-client privilege or work product protection, the
17 parties may incorporate their agreement in the stipulated protective order submitted
18 to the court.

19 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
20 PROTECTED MATERIAL**

21 When a Producing Party gives notice to Receiving Parties that certain
22 inadvertently produced material is subject to a claim of privilege or other protection,
23 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
24 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
25 may be established in an e-discovery order that provides for production without prior
26 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
27 parties reach an agreement on the effect of disclosure of a communication or
28 information covered by the attorney-client privilege or work product protection, the

1 parties may incorporate their agreement in the stipulated protective order submitted
2 to the court.

3 **12. MISCELLANEOUS**

4 **12.1. Right to Further Relief**. Nothing in this Stipulation and its Order
5 abridges the right of any person to seek its modification by the Court in the future.

6 **12.2. Right to Assert Other Objections**. By stipulating to the entry of a
7 Protective Order pursuant to this Stipulation, no Party waives any right it otherwise
8 would have to object to disclosing or producing any information or item on any
9 ground not addressed in this Stipulation and its Order. Similarly, no Party waives
10 any right to object on any ground to use in evidence any of the material covered by
11 this Stipulation and its Protective Order.

12 **12.3.** This Stipulation may be signed in counterpart and a facsimile or
13 electronic signature shall be as valid as an original signature.

14 **13. FINAL DISPOSITION**

15 Unless otherwise ordered or agreed in writing by the Producing Party, within
16 thirty (30) days after the final termination of this action (defined as the dismissal or
17 entry of judgment by the above named court, or if an appeal is filed, the disposition
18 of the appeal), upon written request by the Producing Party, each Receiving Party
19 must return all Protected Material to the Producing Party – whether retained by the
20 Receiving Party or its Counsel, Experts, Professional Vendors, agents, or any non-
21 party to whom the Receiving Party produced or shared such records or information.

22 As used in this subdivision, “all Protected Material” includes all copies,
23 abstracts, compilations, summaries or any other form of reproducing or capturing any
24 of the Protected Material, regardless of the medium (hardcopy, electronic, or
25 otherwise) in which such Protected Material is stored or retained.

26 In the alternative, at the discretion of the Receiving Party, the Receiving Party
27 may destroy some or all of the Protected Material instead of returning it – unless such
28 Protected Material is an original, in which case, the Receiving Party must obtain the

1 Producing Party's written consent before destroying such original Protected Material.

2 Whether the Protected Material is returned or destroyed, the Receiving Party
3 must submit a written certification to the Producing Party (and, if not the same person
4 or entity, to the Designating Party) within thirty (30) days of the aforementioned
5 written request by the Designating Party that specifically identifies (by category,
6 where appropriate) all the Protected Material that was returned or destroyed and that
7 affirms that the Receiving Party has not retained any copies, abstracts, compilations,
8 summaries or other forms of reproducing or capturing any of the Protected material
9 (in any medium, including but not limited to any hardcopy, electronic or digital copy,
10 or otherwise).

11 Notwithstanding this provision, Counsel are entitled to retain an archival copy
12 of all pleadings, motion papers, transcripts, legal memoranda filed with the court in
13 this action, as well as any correspondence or attorney work product prepared by
14 Counsel for the Receiving Party, even if such materials contain Protected Material;
15 however, any such archival copies that contain or constitute Protected Material remain
16 subject to this Protective Order as set forth in Section 4 (DURATION), above. This
17 court shall retain jurisdiction in the event that a Designating Party elects to seek court
18 sanctions for violation of this Stipulation and its Order.

19 **14. PUBLICATION OF PROTECTED MATERIAL PROHIBITED**

20 **14.1. Filing of Protected Material.**

21 Without advance written permission from the Designating Party, or a court
22 order secured after appropriate notice to all interested persons, a Receiving Party may
23 not file in the public record in this action any Protected Material. A Party that seeks
24 to file under seal any Protected Material must comply with the applicable Federal and
25 Local Rules.

26 **14.2. Public Dissemination of Protected Material.**

27 A Receiving Party shall not publish, release, post, or disseminate Protected
28 Material to any persons except those specifically delineated and authorized by this

1 Stipulation and its Order (see section 7, *supra*); nor shall a Receiving Party publish,
2 release, leak, post, or disseminate Protected Material/Confidential Documents to any
3 news media, member of the press, website, or public forum (except as permitted under
4 section 7.5 regarding filings with the court in this action and under seal).

5
6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

7
8 DATED 11-09-22

9
10 /s/ Matthew T. Falkenstein
11 Attorneys for Plaintiff, ADRIAN HUMBERTO RIOS, an individual, by and
through his Guardian ad Litem, Brenda Yvette Ceja

12 DATED 11-09-22

13
14 /s/ Garros Chan
15 Attorneys for Defendant, CITY OF AZUSA

16 DATED 11-09-22

17
18 /s/ Gil Burkwitz
19 Attorneys for Defendant, COUNTY OF LOS ANGELES

20 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

21
22 DATED:11/14/2022

23
24 /s/
25 HON. ROZELLA A. OLIVER
26 United States Magistrate Judge